

CONTRACT PERIOD THROUGH MAY 31, 2009

(Please remove Serial 00070-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**BULK BINS, CAPS AND REUSABLE
CONTAINERS
(NIGP CODES 10005, 10006)**

1.0 INTENT:

The intent of this Solicitation is to establish a contract for bulk bins, caps and other reusable containers. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Also included are blanket discounts for related supplies as covered by current pricing documents.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Bulk Bins:

2.1.1 Bulk bins and caps shall be octagonal shape and constructed of corrugated cardboard material.

2.1.2 Sizes:

2.1.2.1 46 3/4"L x 38 3/4"W x 36"H with a rated strength capacity of 1,100 pounds.

2.1.2.2 46 3/4"L x 38 3/4"W x 24"H with a rated strength capacity of 900 pounds.

2.2 Caps:

2.2.1 Caps shall be configured in a manner that allows them to be used for tops or bottoms of bulk bins.

2.2.2 Cap types:

2.2.2.1 Vented and constructed of corrugated cardboard material to fit bins denoted in 2.1.2.1 and 2.1.2.2.

2.2.2.2 Non-Vented and constructed of corrugated cardboard material to fit bins denoted in 2.1.2.1 and 2.1.2.2.

2.3 Buckhorn Nestpac Model #NP24160894AG004 24"L x 16"W x 8"H NestPac Container or equal (Hot Stamped).

2.3.1 Hot Stamped Wording

2.3.1.1 MCSO Food Svc

2.3.1.1.1 Hot Stamped dimensions (location will be specified at time of order)

2.3.1.1.1.1 3 1/2"W x 4"H on Ends

2.3.2 Hot Stamped Wording

2.3.2.1 MCSO Food Svc

2.3.2.1.1 Hot Stamped dimensions (location will be specified at time of order)

2.3.2.1.1.1 6"W x 4"H on the sides

2.4 Cook Chill Baskets 24"L x 20"W x 12"H Detached Containers Buckhorn Model #DL2420120201000 or equal.

- 2.5 Cook Chill Baskets Lids 24"L x 20"W x 2"H Detached Containers Buckhorn Model #DR2420010001000 or equal.
- 2.6 Collapsible Pallet Bins with steel reinforced bottom rails 48"L x 45"W x 34"H Plastic Heavy Duty Bulk Boxes Buckhorn Model #BH4845342010000 or equal.
- 2.7 Collapsible Pallet Bins with steel reinforced bottom rails 48"L x 40"W x 34"H Plastic Heavy Duty Bulk Boxes Buckhorn Model #BH4840342010000 or equal.
- 2.8 Single level basket trays, Bread Trays, 29"L x 26"W x 6"H Buckhorn Model #BA29260622 or equal.

2.8.1 Hot Stamped Wording:

2.8.1.1 MCSO Food Svs to fit on both ends.

- 2.9 Bread Tray Dollies 29"L x 26"W x 7"H Buckhorn Model #DY3027040099000 or equal.
- 2.10 NestPac Containers 24"L x 16"W x 10"H Buckhorn Model #NP2416119405000 or equal.
- 2.11 NestPac Container Lid 24"L x 16"W x 2"H Buckhorn Model #NP2416025905000 or equal.
- 2.12 Jumbo Lugs 25"L x 16"W x 8.5"H Buckhorn Model #JL2516096801000 or equal.
- 2.13 Meat Lug, Heavy-duty polyethylene, 26"L x 15"W x 8"H Kelmax Equipment Model No: ML-8 with formed bottom for cross stacking or equal.
- 2.14 USAGE REPORT:

The Contractor shall furnish the County upon request a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.16 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.17 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.18 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.19 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.20 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.21 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.21.1 Documentation from the manufacturer that the product or model has been discontinued.

2.21.2 Documentation that names the replacement product or model.

2.21.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.21.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

- 2.21.5** Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.22 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. One set of catalogs/pricing documents shall accompany any additional pricing offered.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a four (4) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **must be** SUBMITTED THIRTY (30) DAYS PRIOR to the Anniversary date. *Justification for the requested adjustment* in cost of labor and/or materials **must be supported** by *appropriate documentation* and **must be** *within the Producer Price Index for the commodity. Increases are subject to approval* in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.14.1 One (1) original of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

3.14.5 Copies of Catalogs/Pricing Documents MANDATORY

KIVA PLASTICS, INC., PO BOX 37039, 2328 W ROYAL PALM STE F, PHOENIX, AZ 85021

PRICING SHEET C811502/B0604618 & C724018 NIGP CODES 10005, 10006

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>MANUFACTURER/ PRODUCT NUMBER</u>	<u>UNIT PRICE</u>
2.1 Bulk Bins			
2.1.2 Sizes			
2.1.2.1 46 3/4"L x 38 3/4"W x 36"H with a rated strength capacity of 1,100 pounds	2500		\$ NO BID
2.1.2.2 46 3/4"L x 38 3/4"W x 24"H with a rated strength capacity of 900 pounds	900		\$ NO BID
2.2 Caps			
2.2.2 Cap types			
2.2.2.1 Vented and constructed of corrugated cardboard material to fit bins denoted in 2.1.2.1 and 2.1.2.2	6000		\$ NO BID
2.2.2.2 Non-vented and constructed of corrugated cardboard material to fit bins denoted in 2.1.2.1 and 2.1.2.2	500		\$ NO BID
2.3 Buckhorn Nestpac Model #NP24160894AG004 24"L x 16"W x 8"H NestPac Container or equal (Hot Stamped)	1500		
As stated in 2.3.1		NP24160894AG004	\$ 8.52
As stated in 2.3.2		NP24160894AG004	\$ 8.52

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<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>MANUFACTURER/ PRODUCT NUMBER</u>	<u>UNIT PRICE</u>
2.4 Cook Chill Baskets 24"L x 20"W x 12"H Detached Containers Buckhorn Model #DL2420120201000 or equal	1500	DL2420120201000	\$ 10.44
2.5 Cook Chill Baskets Lids 24"L x 20"W x 2"H Detached Containers Buckhorn Model #DR2420010001000 or equal	1500	DR2420010001000	\$ 5.15
2.6 Collapsible Pallet Bins with steel reinforced bottom rails 48"L x 45"W x 34"H Plastic Heavy Duty Bulk Boxes Buckhorn Model #BH4845342010000 or equal	100	BH4845342010000	\$ 360.00
2.7 Collapsible Pallet Bins with steel reinforced bottom rails 48"L x 40"W x 34"H Plastic Heavy Duty Bulk Boxes Buckhorn Model #BH4840342010000 or equal	100	BH4840342010000	\$ 350.00
2.8 Single level basket trays, Bread Trays, 29"L x 26"W x 6"H Buckhorn Model #BA29260622 or equal	2500	BA29260622	\$ 10.00
2.9 Bread Tray Dollies 29"L x 26"W x 7"H Buckhorn Model #DY3027040099000 or equal	500	DY3027040099000	\$ 78.70
2.10 NestPac Containers 24"L x 16"W x 10"H Buckhorn Model #NP2416119405000 or equal	2500	NP2416119405000	\$ 9.45
2.11 NestPac Container Lid 24"L x 16"W x 2"H Buckhorn Model #NP2416025905000 or equal	2500	NP2416025905000	\$ 3.95
2.12 Jumbo Lugs 25"L x 16"W x 8.5"H Buckhorn Model #JL2516096801000 or equal	100	JL2516096801000	\$ 8.83
2.13 Meat Lug, Heavy-duty polyethylene, 26"L x 15"W x 8"H Kelmax Equipment Model No: ML-8 with formed bottom for cross stacking or equal	100		\$ NO BID

<u>Additional Pricing</u>				
<u>PUBLISHED CATALOG DESCRIPTION /</u>	<u>PRICE COLUMN</u>	<u>DISCOUNT</u>	<u>PRICE FIRM</u>	
<u>MANUFACTURER</u>	<u>TO BE USED</u>		<u>THROUGH DATE</u>	
NONE				

KIVA PLASTICS, INC., PO BOX 37039, 2328 W ROYAL PALM STE F, PHOENIX, AZ 85021

Terms:	2% 10 Net 30
Vendor Number:	W000002153 X
Telephone Number:	602-233-3369
Fax Number:	602-233-3011
Contact Person:	Ruth Stafford
E-mail Address:	ruth@kivaplastics.com
Company Web-Site:	www.kivaplastics.com
Contract Period:	To cover the period ending MAY 31, 2009.